

SECRETARIAL UNIT
AGREEMENT
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES COUNCIL 61
AND THE
DAVENPORT COMMUNITY
SCHOOL DISTRICT

2006-07

DAVENPORT, IOWA

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PREAMBLE

Davenport Community School District in the Counties of Scott and Muscatine, State of Iowa, hereinafter called the District, and the American Federation of State, County, and Municipal Employees, Iowa Council 61, hereinafter called the Union on behalf of the employees in the bargaining unit, recognized and described in Article I (Recognition) in this Agreement.

ARTICLE I

RECOGNITION/GENERAL PROVISIONS

SECTION 1 - RECOGNITION

The District recognizes the Union as the exclusive bargaining representative for the unit which includes all persons appointed as full time or regular part time by the Board of Education engaged in clerical, secretarial or microfilm work in the Davenport Public School System, in the employ of the Davenport Community School District Board of Education, in the Counties of Scott and Muscatine, State of Iowa, as determined by Iowa Public Employment Relations Board in Case No. 844.

But recognition excludes Superintendent's secretaries, Assistant Superintendent's secretaries, all Directors' secretaries, all Para Educators, and all other persons excluded by Section 4 of the Act.

SECTION 2 - GENERAL PROVISIONS

In District buildings with more than one bargaining unit employee, the supervisor will assign bulletin board space at a convenient location for the exclusive use of the Union.

The Union agrees that it will limit the use of the assigned bulletin board to Union approved notices. These may include, for example:

- A. Union meetings; regular, social or recreational.
- B. Scheduled Union elections and results of such elections.
- C. Copies of Union-sponsored newsletters and newspapers, bulletins, etc.

No provision of the Section shall be constructed to permit the posting of any political or advertising matter in assigned bulletin board or elsewhere on school property at any time.

SECTION 3 - QCALM MEETING

The local AFSCME Union President or his/her designee shall be allowed time off with pay and without the loss of benefits in order to attend the regularly scheduled meetings of the Quad Cities Area Labor Management (QCALM) Association as long as no substitute is required for the individual attending.

ARTICLE II

SENIORITY

SECTION 1 - DEFINITIONS

- A. Seniority shall be computed from the most recent date an employee was hired to perform bargaining unit work. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by drawing of lots.
- B. Following the completion of six (6) months probationary period, employees shall be granted seniority accrued for/and during all previous years' of District employment in secretarial work.
- C. The Union president and the Secretary Chapter Chairperson shall be provided a District-wide seniority list by October 1 of each year bearing the name and seniority date of all employees covered by this agreement as of the previous September 15.

SECTION 2 - PROBATIONARY PERIOD

The first six (6) months of active employment of employees during the employee's last period of employment is a probationary period. Evaluation and/or discipline or discharge of probationary employees shall be consistent with all provisions of this agreement, except the discharge of a probationary employee shall not be subject to level three, arbitration, of the grievance procedure. Said period shall begin on the date the employee first reports to work.

When the probationary period is satisfactorily completed, seniority will date back to the beginning of the probationary period.

SECTION 3 - LOSS OF SENIORITY

The seniority of the employee shall terminate upon the occurrence of any one of the following events:

- A. If employee quits.
- B. Discharge.
- C. If, after a layoff, employee fails to report for work within five (5) working days after being notified in writing at employee's last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Director of Human Resource Services. Employees laid off and desiring to retain seniority rights must keep their addresses known to the District.

- D. If employee is laid off by the District for a period of time equal to employee's length of service prior to layoff or a period of one (1) year, whichever is the lesser.
- E. If the employee does not meet State health standards, including passing physical exams and tubercular tests.
- F. If the employee is absent from work for three (3) days without notification of the immediate supervisor or the Director of Human Resource Services, without good cause.

ARTICLE III

VACANCIES AND TRANSFER

When a bargaining unit vacancy occurs:

- A. Any vacancy which in the best judgment of the District is of a temporary nature, that is, of less than ninety (90) days' duration, shall not be listed as a vacancy and it shall not be posted. Any employee placed in a temporary position shall be paid according to the employee salary schedule, Step 1, appropriate classification.
- B. All vacancies will be posted for five (5) working days. During the summer, all employees not working during the summer will be sent vacancy notices through the U.S. mail.
- C. The vacancy posting shall specify the classification, building, immediate administrator, approximate hours of work, general/specific position duties and general/specific qualifications necessary for an eligible employee to apply.
- D. Bargaining unit employees shall apply for posted vacancies by submitting a letter to the Director of Human Resource Services within the five (5) day posting period.
- E. Prior to filling a vacancy, the administrator that supervises the position may elect to conduct an interview with the more senior applicant(s). Applicants that are interviewed may elect to have a union steward present.
- F. Vacancies will be filled by the most senior bargaining unit applicant unless the applicant is clearly unqualified. Qualifications will be determined by assessments. If a dispute should arise concerning the qualifications of a bargaining unit applicant, the District will have the burden of proving that the applicant does not meet the minimum posted qualifications. In addition, the District has the burden of proof in any dispute involving position qualifications being job related. Unqualified bargaining unit applicants shall, on request, have ten (10) calendar days from the initial date of the posting to become qualified.

- G. If there are no bargaining unit applicants, the immediate supervisor may fill the vacancy from outside the bargaining unit.
- H. Probationary people may not apply for vacancies.
- I. Successful applicants (bargaining unit and/or external) must remain in a position for one (1) year.
- J. Successful applicants must be notified within five (5) working days. After notification of acceptance of the position, successful applicants shall transfer to the new position within fifteen (15) working days when possible.
- K. Successful applicants shall be provided a maximum of two (2) days for purposes of on-the-job-training at the site of the posted vacancy; one day prior to the effective date of employee's transfer, the other day may be taken at a later date.
- L. Unsuccessful applicants will be individually notified that they did not receive the posted position.
- M. Employees shall not be involuntarily transferred except by mutual agreement among the District, Union and the affected employee.

ARTICLE IV

STAFF REDUCTION PROCEDURES

SECTION 1 - NOTIFICATION

- A. A meeting will be held with representatives of the Union and the Director of Human Resource Services prior to any proposed staff reduction including but not limited to any staff reductions which are a result of building closings or elimination of administrative positions.
- B. All staff reduction notices shall include the specific position(s) to be affected, the proposed time schedule (not less than two working days), and the reasons for the proposed action.

SECTION 2 - PROCEDURES

- A. Probationary employees will be removed from the affected classification first. Employees with seniority will be removed from the affected classification in the reverse order of their seniority provided that in all cases the employees remaining in the classification are qualified to perform the work required.
- B. After implementing Section A above, employees removed from a position shall be placed by the District in other employment in the following order:

FIRST: The employee shall replace the least senior employee in that classification and contract days. If the employee is the least senior person in the classification, then they will displace the least senior person in the next lower classification and contract days.

SECOND: The displaced least senior in the lowest classification and contract days shall be laid off.
- C. In the case of recalls, employees laid off shall be recalled on the basis of their seniority, provided in all cases they are qualified to perform the work required.
- D. Employees reduced from a classification or employees referred to in Paragraph C above shall thereafter be recalled to any classification in which they are qualified to perform the work required.
- E. A list showing the names of employees who have been laid off or who have been recalled shall be available in the office of the Director of Human Resource Services. If an employee or the Union alleges any deviation in this layoff or recall procedure, a grievance may be filed according to the procedures contained herein.

ARTICLE V

HOURS OF WORK AND OVERTIME

SECTION 1 - COMPUTATION RECORD

The established computation period for employees for the purpose of determining hours worked over forty (40) begins at midnight Sunday and extends to midnight the following Sunday during the established school term.

SECTION 2 - HOURS OF EMPLOYMENT

- A. The regular work week for each full-time employee shall consist of five (5), eight (8) hour days and a total of forty (40) hours.
- B. The regular work week extends from Monday through Friday.

SECTION 3 - WORK SCHEDULE

All employees shall be assigned a schedule which shall have a regular starting and quitting time. Except in cases of emergency, the employer shall provide ten (10) working days' notice of a schedule change. The ten (10) day notice requirement may be waived with mutual agreement between the effected employee and the immediate supervisor.

SECTION 4 - OVERTIME

All work required by the Supervisor in excess of forty (40) hours in any one (1) work week shall be overtime and shall be paid at the rate of time and one-half (1 1/2) of the employee's regular straight-time hourly rate. In lieu of receiving pay for overtime hours worked, beyond the 40 hour workweek, the employee and the supervisor may agree to compensatory time off at the rate of one and one-half (1 1/2) times the actual overtime hours worked. Compensatory time off shall be scheduled by mutual agreement with the employee's supervisor.

SECTION 5 - LUNCH

Employees shall be provided at least a thirty (30) minute duty free lunch period without pay. However, it is understood, should an emergency situation develop, regularly scheduled lunch periods may be temporarily changed. Employees denied thirty (30) minutes for lunch during a regularly scheduled workday will be paid time and one-half for the half hour worked extra that day.

SECTION 6 - REST PERIOD

Employees shall be provided fifteen (15) minutes of break time within each four-hour block of scheduled work time.

SECTION 7

At the discretion of the immediate supervising administrator, all employees covered under this agreement shall be allowed to leave work one-half (1/2) hour early on their last scheduled work day before a scheduled holiday.

All ten and one-half (10 1/2) and eleven (11) month employees covered under this contract shall be allowed to leave work one-half (1/2) hour early on their last scheduled work day before June vacation.

One time per school year all twelve (12) month employees covered under this contract shall be allowed to leave work one-half (1/2) hour early on the last workday prior to taking at least one workweek (five consecutive workdays) vacation during the year.

SECTION 8

In the event school is dismissed due to inclement weather causing hazardous driving conditions, all school building employees shall be allowed to leave one-half (1/2) hour after official dismissal. Official dismissal will be determined by the District. Positions assigned to the Administration Service Center, Operations Center, Kimberly Center and any other administrative locations, however, shall be allowed to leave one-half (1/2) hour earlier than their usual departure time.

SECTION 9

- A. The regular work year for all twelve (12) month employees shall be at least two-hundred sixty (260) contract days including holidays, vacations and the (2) days between Christmas and New Year's Day.
- B. All ten and one-half (10-1/2) month employees shall be scheduled to work at least two hundred ten (210) contract days per school year, which includes the remainder of the 9 vacation days not used during the winter and spring breaks.
- C. All eleven (11) month employees shall be scheduled to work at least two hundred twenty (220) contract days per school year, which includes the remainder of the 9 vacation days not used during the winter and spring breaks.

SECTION 10

An employee and the immediate supervisor may elect by mutual agreement to implement an individual flexible scheduling plan. The plan will comply with all of the provisions of Article 5. Employees participating in a flexible scheduling arrangement will be required to have advance written approval of the immediate supervisor.

ARTICLE VI

HOLIDAYS AND VACATIONS

SECTION 1 - HOLIDAYS

- A. Employees shall be provided the following paid holidays for the 2006 – 2007 contract year:

July 4	Independence Day (12 Month Employees)
September 4	Labor Day
November 23 & 24	Thanksgiving Day and Friday After
December 25 & 26	Winter Holiday
January 1 & 2	New Year's Day and Tuesday After
January 15	Martin Luther King Day
February 19	President's Day
April 9	Spring Break (1) Day
May 28	Memorial Day

- B. If any of the above paid holidays falls on a weekend the nearest Friday or Monday will be the paid holiday.
- C. Employees shall not receive pay for holidays enumerated above under the following conditions:
1. If they are temporary employees.
 2. Employees laid off due to lack of work or suspended or discharged.
 3. Holidays occurring during an employee's unpaid leave of absence.
- D. If an employee works on a holiday, he/she shall be paid time and one-half for all hours worked in addition to his/her holiday pay.

SECTION 2 - VACATIONS

- A. The normal vacation period for twelve (12) month employees commences the second Monday following the close of the school year and ends two (2) weeks prior to the start of the next school year.

Two (2) days during winter break (associated with Christmas and New Year's) shall be provided to all bargaining unit employees and shall not be charged to vacation time.

All ten and one-half (10 1/2) and eleven (11) month employees shall take vacation days during the winter holiday and spring break. Any vacation days remaining will be paid and included on a separate check issued at the time of the final pay period of the completed year. Pay shall be at the rate in effect for the final pay period of the completed fiscal year. For those employees who are continuing employment with the District, IPERS will be deducted from this check.

- B. Each employee's vacation shall be approved by the employee's immediate supervisor and exceptions to the normal vacation period shall be approved provided that the operational needs of the District can be met with no additional staff expenses.
1. Full-time employees who have completed more than one (1) full year and less than five (5) years of continuous service shall accrue at the rate of six (6) hours and forty (40) minutes of vacation per month retroactive to the initial date of hire for a position within this bargaining unit. Ten and one-half (10 1/2) and eleven (11) month employees shall accrue at the rate of six (6) hours and fifty-two (52) minutes per month for 10 and 1/2 months for a maximum total of nine (9) days of vacation.
 2. Full-time employees who have completed more than five (5) years and less than ten (10) years of continuous service shall accrue at the rate of ten (10) hours of vacation per month. Ten and one-half (10 1/2) and eleven (11) month employees shall accrue at the rate of ten (10) hours and forty (40) minutes per month for a maximum total of fourteen (14) days of vacation.
 3. Full-time employees who have completed more than ten (10) years of continuous service shall accrue at the rate of thirteen (13) hours and twenty (20) minutes of vacation per month. Ten and one-half (10 1/2) and eleven (11) month employees shall accrue at the rate of fourteen (14) hours and thirty (30) minutes per month for a maximum total of nineteen (19) days of vacation.
 4. Employees in a paid status for at least one-half (1/2) of a given month shall receive the full month's vacation accrual. Employees not in a paid status for at least one-half (1/2) of a given month shall not receive any vacation.
 5. Employees who have served less than one (1) year shall be allowed one (1) day vacation for each full month of service up to a maximum of ten (10) days vacation or a maximum of nine (9) days for ten and one-half (10 1/2) and eleven (11) month employees.
 6. When a scheduled holiday intervenes during the employee's vacation an extra day shall be allowed.
 7. Accrued vacation time shall not exceed one and one-half (1-1/2) times the maximum annual allotment the employee is qualified to receive.
 8. Employees who leave their position before the completion of a full year of service shall receive salary deductions for vacation days taken in excess of the number of prorated days earned.
 9. Employees who leave District employment or are laid off shall be paid for all unused accrued vacation. Pay shall be at the rate in effect at the time of the payout.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

A grievance is a claim by an employee or the Union that there has been a violation, misapplication or misinterpretation of any provision of this Agreement.

SECTION 2 - PROCEDURE

It is understood that any specific grievance must be presented within twenty (20) working days from the date of the occurrence of the alleged violation or upon the date that the allegedly aggrieved employee becomes aware of the alleged violation. In lieu of a specific aggrieved employee, the Union shall be entitled to file a group grievance.

It is understood that a class grievance that affects two or more employees involving an administrative decision above the building administrator level may be initially filed in writing by the union at the second step to the Director of Human Resource Services. Such grievance shall be filed within fifteen (15) school days from the date on which the act or condition allegedly complained of first occurred.

SECTION 3

LEVEL ONE Between the aggrieved employee and the Union representative and the immediate supervisor.

- A. If the alleged grievance is not resolved informally it shall be reduced to writing and signed by the aggrieved employee within (5) working days after the above informal discussion on the alleged grievance has been concluded. Any such grievance reduced to writing shall specify the specific Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The immediate supervisor shall formally answer the grievance within five (5) working days from the receipt of the grievance.
- B. Any grievance which is not appealed to Level Two within five (5) working days from the receipt of the immediate supervisor's answer shall be deemed settled on the basis of said Level One answer.

LEVEL TWO Between a Committee representing the School District consisting of the Superintendent and the Director of Human Resource Services and/or their designated representative(s), and the employee and/or his/her designated Union representative.

- A. The appropriate School District representative(s) shall meet with the employee and/or his/her designated Union representative(s) within five (5) working days from the date of the appeal to Level Two and formally answer the grievance within the five (5) working days after the meeting at which discussion of the grievance was concluded between the parties. The formal answer shall be presented to the employee, the designated Union steward and the Union staff representative.

- B. Grievances which involve cases of disciplinary action or seniority may be filed initially in Level Two, provided such grievances are presented to the Director of Human Resource Services, or his/her designated representative(s), in writing, in accordance with applicable time requirement provisions of this grievance procedure. Also, grievance of a general character involving subject matter outside the jurisdiction of the District representative responsible for processing Level One grievances may enter the grievance procedure at Level Two.
- C. Any grievance which is not appealed to Level Three within twenty (20) working days after the receipt of the School District's representative's written answer in Level Two shall be deemed settled on the basis of said answer.

LEVEL THREE - ARBITRATION

Grievance alleging specific violation of this Agreement, and only such grievances, may be submitted to arbitration as provided below.

If the Union desires to submit a grievance to Level Three (Arbitration), it shall give written notice to the Director of Human Resource Services within twenty (20) working days from the receipt of the School District's appropriate representative's answer in Level Two.

Within ten (10) working days, from date grievance was appealed to Level Three, the School District's representative and the Union shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period (that is, ten (10) working days from appeal date), a written request for a list of five (5) arbitrators shall be made to the American Arbitration Association by the Union. The parties shall be bound by the rules and procedures of the American Arbitration Association. The parties shall determine by lot within two (2) working days from receipt of the list, which party shall have the right to remove the first name from the proposed list. The party having the right to remove the first name shall do so within two (2) working days from the date of drawing lots. The other party shall have one (1) additional workday to remove one (1) of the remaining four (4) names. The parties shall then alternate striking names until one (1) name remains. This person shall be the arbitrator. If the arbitrator selected by the above procedure cannot serve, a second list shall be requested and the same procedure shall be followed.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing and each party shall be furnished a signed copy thereof.

Each party shall bear its own costs incurred, including any lost wages of witnesses or representatives, and the expense of the arbitration proceedings, including the arbitrator's fee, shall be shared equally by the parties.

SECTION 4

The time limits established in any level of the grievance procedure may be extended by mutual agreement between the parties.

SECTION 5

The processing of formal grievances under this procedure shall be conducted after regular work hours at a time and place which will afford a fair and reasonable opportunity for all parties concerned to be present. When such hearings and/or conferences are held, at the option of the building administrator, during the regularly scheduled workday, a Union representative who is an employee of the District and aggrieved employee whose presence is required shall be excused from assigned duties and shall be paid his/her regular straight-time hourly rate for that purpose.

ARTICLE VIII

LEAVES OF ABSENCE

SECTION 1 - DEFINITION

Days of pay, for purposes of this Article, refers to the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight-time rate, on days the employee, but for the leave, would be regularly scheduled to work.

SECTION 2 - GENERAL PROVISIONS

- A. An employee on leave, as specified in this Article, shall retain and accumulate seniority and shall be returned to the classification held at the time of beginning such leave, provided the operation of the Seniority Article permits such return, and provided the employee returns to active employment at the expiration of such leave.
- B. To be eligible for leaves as specified in this Article, an employee must properly notify his/her immediate supervisor or the Director of Human Resource Services for such purposes and complete the application forms.
- C. Pay received as paid leave shall not count as hours worked for purposes of computing overtime.
- D. An employee who fails to report to work at the expiration of a leave shall be considered as terminated unless the employee has a reason satisfactory to the Director of Human Resource Services.
- E. Every attempt shall be made by the employee to schedule medical appointments and other personal appointments at a time when not scheduled to work.
- F. An employee's request shall be considered for early termination of a leave of absence under this article by providing notification to the Director of Human Resource Services.

SECTION 3 - JURY SERVICE LEAVE

- A. An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding to which the employee is not a party in a court of record will be excused from duty with pay less the amount of compensation received for such service or appearance.
- B. In order for an employee to be eligible, the employee shall (1) immediately notify his/her immediate supervisor of receipt of summons for such service and (2) furnish his/her immediate supervisor proper evidence of amount of compensation received for such service.

- C. Any employee excused from service prior to the completion of his/her work schedule shall report for work to finish his/her workday. If any employee fails to report for work to finish his/her workday, he/she shall be reimbursed only for actual hours lost up to the time he/she was excused.

SECTION 4 - BEREAVEMENT LEAVE

- A. When death occurs in the immediate family of an employee, such an employee, upon request, shall be excused from his/her regularly assigned duties and shall be paid for a reasonable amount of time (excluding Saturdays, Sundays and holidays) because of such death, providing the employee attends the funeral, but in no event exceeding five (5) normally scheduled workdays, except in the case of employee's spouse. Bereavement leave in case of spouse or parent need not be taken consecutively.
- B. An additional five (5) normally scheduled workdays shall be allowed, if necessary, in the event of the death of an employee's spouse or child.
- C. Members of the immediate family of the employee shall include only the following: spouse, child, parent, grandparent, grandchild, mother-in-law, father-in-law, brother, sister, daughter-in-law, son-in-law, brother-in-law, sister-in-law or other relatives permanently residing with the employee.

SECTION 5 - EMERGENCY LEAVE

All regular employees shall be allowed a total of three (3) days in each school year, without loss of pay, for emergencies. Three (3) unused emergency leave days shall be carried over to the following year.

One (1) emergency leave day each year shall be allowed for personal leave. Personal leave shall not be taken the day before or the day after a school vacation or holiday. Personal leave shall be used for personal needs. Personal leave and emergency leave may be taken in one-hour increments.

SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay for limited periods of time [in excess of six (6) months and for up to two (2) years] may be granted at the discretion of the District for a reasonable purpose upon application of the employee and approval of the Director of Human Resource Services.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the District during this type of leave.

However, the employee may purchase insurance programs available to other employees.

- C. Employees on such extended leave of absence are not eligible to draw any compensation or accumulated sick benefit.
- D. Seniority shall be retained during this type of leave up to the length of the approved leave.
- E. Employees who return from an extended unpaid leave of absence shall fill the first available position which was not successfully bid upon by any bargaining unit employee.

SECTION 7 - SHORT TERM LEAVES OF ABSENCE WITHOUT PAY

- F. Leaves of absence without pay for up to (6) months may be granted for good reason by the Director of Human Resource Services. Employees who are on a six month approved leave of absence or less may be returned to their same position. If this request is denied, the Director of Human Resource Services shall advise the employee in writing within two (2) days of the reason(s) for denial.

SECTION 8 - HEALTH LEAVE

- A. At the beginning of each year of service, a total of fifteen (15) days of current health leave allowance shall be credited to each employee's record.
- B. All regularly appointed employees for less than full time shall receive the same number of days' allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract. A change in an employee's scheduled hours of work shall not affect the number of health leave days accumulated and credited.
- C. Unused health leave shall be accumulated from year to year with no maximum limit, however, employees hired after July 1, 1994 shall accumulate health leave to a maximum of one hundred eighty (180) days.
- D. In order to be eligible for health leave allowance, the employee shall notify his/her immediate supervisor as soon as possible regarding the illness. Upon request, the employee shall provide a physician's statement confirming necessity of such absence stating the employee was too ill to perform his/her responsibilities.
- E. Upon request, a physician's statement shall be submitted as evidence of the employee's ability to resume employment after a confining or disabling illness or accident.

- F. Employees, who return to the School District following a leave of absence, shall have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- G. During the month of November each year, employees shall receive a record of their accumulated health leave from the Director of Human Resource Services.
- H. New employees whose services commence after the beginning of the school term shall be granted a pro rata share of the fifteen (15) days allowed.
- I. Scheduled holidays which intervene during an employee's absence due to personal illness shall not be deducted from health leave allowance.
- J. If a new employee is unable to report for duty on the first day of the new contract and has no accumulated health leave on which to draw, compensation for health leave shall not be allowed under the new contract until the employee does report, whereupon it shall become retroactive.
- K. Employees may elect to supplement workers compensation benefits with accrued health leave in one-hour increments as necessary to restore daily compensation.

SECTION 9 - PROFESSIONAL LEAVE

Attendance at professional meetings or workshops may be permitted without loss of pay provided prior approval is received from the immediate supervisor of the employee and the Director of Human Resource Services.

SECTION 10 - UNION LEAVE

The Union shall be provided twenty (20) days of paid leave for purpose of attending state or national Union delegate assemblies, or serving as negotiations representative of the local Union. Said days may be broken down and taken in no less than one (1) hour increments. Time for said leave begins when the employee leaves the work place.

SECTION 11

Employees covered under this agreement shall be covered under the terms and conditions of the Federal Government Family and Medical Leave Act. This Act may provide for the rights and benefits in addition to those granted under this collective bargaining agreement. Employees may receive information concerning the Family and Medical Leave Act through the District Human Resources Office.

ARTICLE IX

INSURANCE

SECTION 1

The Board shall provide the following insurance protection to employees:

SECTION 2 - INFORMATION

The District shall make reasonable attempts to inform employees of their insurance benefits, but such attempts to inform employees shall create no liability beyond the certificate of insurance or otherwise affect the application of Section 1, and employees shall rely on such certificates of insurance. Copies of such certificates of insurance shall be furnished to employees by the Director of Human Resource Services. The Union shall be provided annually one (1) copy of group insurance contracts which relate to coverage herein. The District shall not make modifications to the insurance coverage currently in effect for employees in this bargaining unit. The contract grievance procedure shall not be utilized to resolve disputed insurance claims for individual employees.

SECTION 3 - INDIVIDUAL COVERAGE AND CONTINUATION

A. Employees new to the District shall be covered by such insurance upon enrollment with the Director of Human Resource Services, or their representative, and commencement of actual work. All employees shall be provided with proper enrollment forms reasonably in advance of their first actual workday. "Pre-Existing Conditions" as outlined by the Summary Plan Document of the listed policies shall prevail over the general language contained in this Article. Employees on extended leave of absence without pay shall have the option to continue insurance by paying the premiums themselves to the Board thirty (30) days prior to the billing date.

B. Hospitalization, Health and Major Medical Policy:

1. Health and Major Medical - The Board shall provide hospitalization and health insurance, including major medical protection for full-time employees scheduled to work an average of six (6) hours a day or more per workday and their eligible dependents pursuant to the terms and conditions of the Summary Plan Document distributed to employees and dated 7/1/2000.

Effective September 1, 2004, employees will receive Diagnostic, X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible.

Effective 7/1/06, employees electing family health insurance shall contribute thirty dollars (\$30.00) per month towards the cost of family health insurance premiums. Employees may elect to pay for said benefits through the execution of an individual payroll deduction under the provisions of the section 125 plan.

Effective 7/1/06, employees electing single health insurance shall contribute fifteen dollars (\$15.00) per month towards the cost of single health insurance premiums. Employees may elect to pay for said benefits through the execution of an individual payroll deduction under the provisions of the section 125 plan.

2. The Board shall provide hospitalization and health insurance, including major medical protection for part-time employees scheduled to work four (4) hours or more but less than six (6) hours per workday pursuant to the terms and conditions of the Summary Plan Document distributed to employees and dated 7/1/2000, however, such part-time employees may enroll for dependent coverage at their expense by paying the difference between single premium and the family premium and by signing the proper authorization. The District agrees to form an insurance committee to address insurance concerns.
3. All employees with seniority covered by this Agreement who are regularly scheduled to work less than four (4) hours per scheduled workday shall be eligible for employee single or family coverage, pursuant to the terms and conditions of the Summary Plan Document distributed to employees and dated 7/1/2000, provided they pay the entire required premium for single coverage or the required family premium for eligible dependents.
4. Employee's covered by this agreement may take an equivalent annuity in lieu of insurance provided by this Article, and may do so by notifying the District by July 1 of any year. This will remain in effect for one (1) year.

C. Life, Accidental Death and Dismemberment Insurance Policy:

Fully District-paid for employees with seniority working six (6) hours or more in the amount of \$20,000.00.

Fully District-paid for part-time employees working four (4) hours or more but less than six (6) in the amount of \$10,000.00.

D. Long-term Disability Insurance Policy:

Fully District-paid for employees with seniority scheduled to work an average of four (4) hours or more.

E. General Liability and Catastrophe Insurance Policy: District-paid for all employees with seniority.

F. Worker's Compensation: District-paid as required by law.

G. Dental Insurance:

1. Employees scheduled to work an average of four (4) hours or more per workday shall be provided an individual comprehensive dental insurance program that shall be paid for by the District beginning in the 1990-91 school year.
2. Employees scheduled to work an average of six (6) hours or more per workday and their eligible dependents shall be provided a comprehensive family dental benefit insurance program that shall be paid for by the District beginning in the 1991-92 school year.
3. Employees scheduled to work an average of four (4) hours or more per workday, but do not qualify, as described above, for District-provided family insurance coverage, may receive the coverage by enrolling, provided they have a qualifying event, and by paying the difference in premiums through payroll deduction.
4. Employee's covered by this agreement may take an equivalent annuity in lieu of insurance provided by this Article, and may do so by notifying the District by July 1 of any year. This will remain in effect for one (1) year.

H. Vision Insurance:

The District shall provide up to eight dollars (\$8.00) per month toward the premium of the District's Vision Insurance for employees with seniority scheduled to work an average of six (6) hours or more per scheduled workday.

New employees shall be allowed to enroll for dependent coverage upon signing the proper authorization within thirty (30) calendar days of becoming employed by the District. If the employee chooses family coverage, the employee will pay the difference between single and family coverage, with the effective date of coverage being the date of hire. A qualifying event is required for subsequent changes.

Eligible current employees may make changes to their vision coverage within thirty (30) calendar days of a qualifying event by signing the proper authorization. If the employee chooses family coverage, the employee will pay the difference between single and family coverage, with the effective date of coverage being the date of the qualifying event.

ARTICLE X

WAGES

SECTION 1

- A. Twelve-month secretarial employees shall be paid in twenty-six installments on an every other Friday basis. It is understood pay day may also be temporarily changed in situations which are beyond the control of the District. All paychecks shall be distributed during regular working hours on the established pay day.
- B. Ten and one-half (10 1/2) and eleven (11) month secretarial employees shall be paid on an every other Friday basis correlating with twelve-month employees.

SECTION 2

- A. The schedule for rates of pay for the job classifications and the salary adjustments for individual employees is listed in Appendix A attached hereto and shall be effective during the term of this Agreement.
- B. All employees shall receive a vertical increment on the employee salary schedule (Appendix A) effective each July 1.

SECTION 3

When an employee changes to a higher/lower job classification he/she shall move horizontally on the salary schedule.

SECTION 4

A Unit employee who is temporarily reassigned by the Director of Human Resource Services to fill a position with a higher job classification than the employee's regular assignment shall, after five (5) working days of the reassignment, receive a \$.50 per hour increment for the remaining period of the reassignment. Pay under this provision shall be retroactive.

SECTION 5

Employees holding a Certified Professional Secretary (C.P.S) certification issued by the Institute for Certifying Secretaries shall receive a supplement of \$.45 per hour to the hourly salary on the schedule.

Employees holding a Professional Standards Program (P.S.P.) certification issued by the National Association of Educational Office Professionals shall receive a supplement of \$.15 per hour to the hourly salary on the schedule for the Basic (option 1 or 2), an additional

\$.15 per hour for the Associate Professional (option 1 or 2), an additional \$.15 per hour for the Advanced Certificate (option 1 or 2), an additional \$.15 per hour for the CEOE (Certified Educational Office Employee) certification. A total of \$.60 per hour to the hourly salary on the schedule would be possible upon completion of all four P.S.P. certificates.

An employee holding C.P.S. certification shall not be eligible for P.S.P. certification salary increment.

SECTION 6

- A. When a physical, psychiatric/psychological, tubercular, examination or laboratory test has been done by a physician acting at the request of the District subsequent to employment, a report of such examination will be furnished to the personal physician of the employee involved upon the request of the employee and his/her physician. The expense of such examination or tests, if required to be conducted by a District doctor or nurse, shall be borne by the District; if such examinations or tests are not required to be done by a District doctor, and are conducted by a physician of the employee's choosing, the employee shall be reimbursed for such exam at the rate which is agreed for the majority of the District's personnel for the current contract year, upon furnishing reasonable evidence of expense and the report of the examination.
- B. Additionally, an employee returning to work following a period of absence from work e.g., layoff or leave of absence may be required by the District to take a physical examination. When such examination is required, the expense of the examination shall be paid as detailed in Paragraph A of this Section.

SECTION 7

The District shall furnish the Union a copy of the job descriptions for each position within the bargaining unit. If the District creates a new classification, the Union shall be notified and given the opportunity to bargain the appropriate wage rate. If mutual agreement cannot be reached, the wage rate will be determined through arbitration.

SECTION 8

Job Classifications

Grade 2 Positions

High School
Main Office
Activities
Media Center
Attendance

Intermediate School
Main Office
Guidance Office

Elementary School
Main Office Walcott
Children's Village at Hayes

Administration Building
Pupil Records
Switchboard

Alternative Programs
Kimberly Center - West
Kimberly Center - East

Operations Center
Food Service
Maintenance

Grade 3 Positions

Administration
Accounting
Curriculum & Instruction
Exceptional Education and Federal Programs
Pupil Records
Purchasing
School Activities - Athletics

Elementary School
Children's Village at Hoover and West

Intermediate School

High School
Registrar
Main Office
Activities Office
Guidance Office

Alternative Programs
Kimberly Center - East

Operations Center
Food Service
Maintenance

Nothing contained herein shall be construed as limiting an employee's ability to request and be granted a reclassification or out of classification pay or for the District to limit work or expand the job classification list. In the event that new classifications are added to the bargaining unit during the life of this contract, a separate letter of agreement shall be negotiated for the duration of this contract, specifying the proper terms and conditions for those classifications. In the event the parties cannot agree upon the terms and conditions, either party may request binding arbitration. The costs shall be borne equally by the parties. These terms and conditions shall become effective upon the date of a mutually agreeable settlement or upon decision of an arbitrator, whichever is applicable.

SECTION 9 - REIMBURSEMENT

Employees who are required to travel between school buildings or for other approved school purposes shall be reimbursed for all travel at the Board of Education approved rate.

ARTICLE XI

VOLUNTARY PAYROLL DEDUCTIONS

SECTION 1

- A. Any employee(s) in the bargaining unit who is a member of the Union may authorize deduction of uniformly levied Union dues from his/her earnings by signing the form "Authorization for Check off of Dues" which is attached hereto as Appendix B, such authorization to become effective no later than thirty (30) days after receipt.
- B. Authorized dues shall be deducted in the amount specified by the Union in writing to the Director of Human Resource Services.

Any employee in the bargaining unit may authorize deduction of Union dues from their earnings by specifying in writing their desire to the Director of Human Resource Services. Such authorization shall become effective no later than the pay period following receipt. Authorized dues shall be deducted from the first two paychecks of each month.

The amount of dues deductions shall be promptly remitted to the Union, together with a list of names (and amounts) from whom deductions have been authorized and made, whose authorization has been revoked, and whose employment has been terminated.

- C. An employee who wishes to revoke such authorization of deduction shall do so by notifying the District by signing the form "Revocation of Authorization for Checkoff of Dues" which is attached as Appendix C. Deduction shall be discontinued within thirty (30) days of the receipt of notice of revocation of authorization.

- D. The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee's wages.
- E. The Union agrees to indemnify and hold harmless the school District, the Board or any Board member for any costs and expenses, excluding attorneys' fees of counsel retained by the District arising out of the carrying out of the provisions of dues deductions as provided by the Article, except any costs or expenses attributable to the negligence or malfeasance of the District.

SECTION 2

The District shall make authorized deductions from wages for employees included in the bargaining unit for the following items:

- 1. Credit Union - local
- 2. United Way
- 3. Annuities: May change twice a year
Changes go into effect last paychecks of September and March
Deadline for changes is the 10th of September and the 10th of March
- 4. Insurance programs under Article IX
- 5. U.S. Savings Bonds
- 6. Section 125
- 7. Davenport School District Foundation
- 8. AFSCME PEOPLE Program

All end of the month deductions are transmitted on the first of the following month.

Written authorizations must be received by the payroll department in advance of the dates listed above.

All deductions are divided based on two (2) checks per month and the number of payrolls in the individual employee's work year.

ARTICLE XII

EMPLOYEE EVALUATION PROCEDURES

SECTION 1

All employees shall be evaluated by June 15 of each contract year.

Each successful bargaining unit applicant or new employee in a position shall be evaluated within the first six (6) months.

SECTION 2

The evaluator shall be the employee's immediate administrative supervisor.

SECTION 3

The evaluation shall be based on the observation of the employee's performance of his/her assigned duties and responsibilities during working hours. Provision shall be made for an overall assessment of the employee's performance which clearly indicates a satisfactory or unsatisfactory rating. If an employee is rated unsatisfactory, the evaluator shall include specific suggestions for improvement. The employee shall be granted reasonable time for any such improvements.

SECTION 4

The employee's evaluation shall be reviewed with him/her and a copy of the evaluation report shall be provided within one week following the conference. He/she shall be requested to sign the evaluation indicating receipt of a copy of the evaluation. The employee shall be provided an opportunity to respond in writing on the evaluation form. All evaluation reports shall be filed in the employee's personnel folder.

SECTION 5

No employee shall be disciplined or discharged without just cause.

ARTICLE XIII

IN-SERVICE

SECTION 1

The equivalent of one full day of paid in-service training financed by the District and planned jointly by the parties to this Agreement shall be provided to Unit employees. In addition to the above, the District will provide in-service training for employees to acquire knowledge and/or skills relating to new procedures or technology if required by the District. Any District required training will be paid for by the District at the prevailing rates of pay.

SECTION 2

A maximum of \$1,500.00 will be provided as support to those employees attending, upon approval of the District, local, state and national professional workshops, seminars and conferences for secretaries. All applications shall be made to the District no later than two (2) weeks prior to the date of the requested training workshop. Signatures required on these request forms include the Union president, Secretary Chapter Chairperson and the Director of Staff Development and Student Assessment.

SECTION 3

On September 30, December 31, March 31 and June 30 of each year, the District shall provide to the Union president and Secretary Chapter Chairperson an accounting of the funds provided in Section 2 above, showing individual employee, the type or kind of meeting attended, the dollars expended per individual and the fund balance.

ARTICLE XIV

HEALTH AND SAFETY MATTERS

SECTION 1

The employer shall provide and maintain a reasonably safe and healthy place of employment.

SECTION 2

Such special clothing, equipment and devices as may be required by the employer for the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

ARTICLE XV

DURATION

SECTION 1 - DURATION PERIOD

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

SECTION 2 - SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by their respective representative, on this 11th day of AUGUST, 2006.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
IOWA, COUNCIL 61

BY Ty Cutkomp

BY Nathaniel Huff

BY _____

FOR DAVENPORT COMMUNITY
SCHOOL DISTRICT BOARD OF
EDUCATION

BY Jim Crivells

BY _____

BY _____

APPENDIX A

DAVENPORT COMMUNITY SCHOOL DISTRICT SECRETARIAL SALARY SCHEDULE

2006-2007

	<u>GRADE II</u>	<u>GRADE III</u>
Step 1	\$10.31	\$10.95
Step 2	\$10.59	\$11.33
Step 3	\$10.88	\$11.60
Step 4	\$11.17	\$11.86
Step 5	\$11.48	\$12.19
Longevity	10 years	\$.10 per hour
	15 years	\$.15 per hour
	20 years	\$.25 per hour
	25 years	\$.30 per hour

Additional Supplemental

\$.45/hour - CPS Certification or

\$.15/hour - PSP Certificate and

\$.15/hour - PSP Associate Professional Certificate and

\$.15/hour - Advanced Certificate

\$.15/hour - CEOE Certified Educational Office Employee

APPENDIX B

AUTHORIZATION FOR CHECKOFF OF DUES

Date: _____

To the Davenport Community School District:

I hereby assign to the American Federation of State, County and Municipal Employees, Iowa, Council 61, from any wages earned or to be earned by me as your employee, such sums as the secretaries' Union may certify as due and owing from me as membership dues by said Union in accordance with its own Constitution. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

The assignment, authorization and direction shall be in effect from the date of delivery hereof, to you, until the termination of the Collective Agreement between the employer and the Union which is in force at the time of delivery of this authorization unless a signed written revocation is given by me to the Business Office prior thereto.

Signature of Employee

Date of Signature

Address

Social Security Number

To be filled in by the Department of Human Resource Services

Date Received

APPENDIX C

**REVOCATION OF AUTHORIZATION
FOR CHECKOFF OF DUES**

**TO: Director of Human Resource Services
Davenport Community School District**

I hereby revoke my last previous authorization of dues deductions to the American Federation of State, County and Municipal Employees, Iowa, Council 61, and direct you to stop such deduction of dues within 30 days of receipt of this notice.

Signature of Employee

Date of Signature

Address

Social Security Number

To be filled in by the Department of Human Resource Services

Date Received


SIDE AGREEMENT

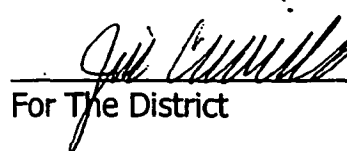
AFSCME Council 61 and the Davenport Community School District agree to:

1. Meet to discuss common interests. The meetings will take place at a mutually agreed upon time. Agenda items will be arranged in advance. If meetings are held during regular work hours, employees will not suffer loss of pay and will charge the time to Union Leave.
2. Continue the task force for the purpose of evaluating the distribution and performance of student health services of the district. The task force will meet by February 1, and will present findings to the administration in February. The Union may appoint up to four representatives to serve if the original members of the task force cannot participate. If meetings are held during regular work hours, employees will not suffer loss of pay.
3. The revised Secretary Evaluation Form agreed to during second semester 2000 will be utilized during the duration of this contract unless the District and the Union agree to change the form.
4. The District will provide the Local Union President with a disc every month showing the name, home address, social security number, payroll number and work site of union members. The Union will provide the District with 12 diskettes.
5. For the FY 06-07 period only, the health insurance annuity amount shall be computed at the FY 00-01 amounts, less \$20 monthly.
6. The District and the Union may each appoint up to nine members to serve on a task force to listen to a presentation by an objective 3rd party on the advantages and disadvantages of creating a merged collective bargaining agreement. In addition, the DCSD Board of Education members will be invited to attend. The parties will jointly draft a letter to be sent to the University of Iowa requesting experts who will be able to meet with the task force ideally by November 1, 2005. In the event the University of Iowa submits the name of more than one expert, the parties shall alternately strike names and the party making the first strike shall be the party winning a coin toss. Discussion will take place following the presentation. Members of the Task force will not be in a paid status prior to the time the Union submits its initial proposal for 2007-08 negotiations.

In respect to Items 1-5, it is the Unions position that the items are grievable. It is the District's position that they are not.

Agreed to and in effect July 1, 2006 through June 30, 2007.


For The Union


For The District